

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		PAGE 1 OF 4	
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE March 13, 2002		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY		7. ADMINISTERED BY (If other than Item 6) CODE	
DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD SUITE 4950 FT BELVOIR VA 22060-6222 DESC-EPD PHONE - (703) 767-9404		SC0600 FAX 703-767-8757			
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				X	9a. AMENDMENT OF SOLICITATION NO. SP0600-01-R-0084
					9b. DATED (SEE ITEM 11) August 27, 2001
					10a. MODIFICATION OF CONTRACT/ORDER NO.
					10b. DATED (SEE ITEM 13)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>[x] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<p>THE FOLLOWING PAGES CONTAIN INFORMATION CONCERNING THE PREPROPOSAL CONFERENCE/INITIAL SITE VISIT AND CHANGES TO THE RFP.</p> <p><i>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.</i></p>					

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME OF CONTRACTING OFFICER CATHERINE A. DRAPER	
15B. NAME OF CONTRACTOR/OFFEROR BY _____ <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

1. Preproposal Conference/Initial Site Visit for the Privatization Module: Defense Energy Support Center (DESC) will hold a preproposal conference/initial site visit at Ft Hood on April 3-4, 2002. The preproposal conference will provide an overview of the systems to be privatized at Ft Hood, RFP requirements and Submittal requirements. Interested parties are restricted to two (2) representatives from their respective companies. All interested parties must sign up to attend by close of business on March 27, 2002. Time and location of both events will be provided to all offerors who sign up with DESC to attend both days. The initial site visit will comprise of a bus tour only. After the initial site visit, a two-week period will be set-aside by Ft Hood personnel for eligible companies to schedule a more detailed technical site visit. Only those companies with attendees at the preproposal conference/initial site visit will be permitted to return to perform a more complete technical site visit. To sign-up for the preproposal conference/initial site visit, please send an Email to ltillson@desc.dla.mil and cdraper@desc.dla.mil; subject: "01-R-0084 Official Mailing List". No telephone requests will be accepted.

The following changes set forth herein are incorporated into subject solicitation:

Changes in Section C: Description/Specifications/Work Statement:

2. In paragraph C.2.3 – Program Goal, substitute the word "Bill-of-Sale" for "Easement"; substitute "J42" for "J41"; change one sentence and delete one sentence as follows:

"The desired goal of this conveyance is to transfer all right, title, and interest of the United States in and to the electric, natural gas, water and wastewater utility systems on Fort Hood, TX. The utility system being sold includes equipment, fixtures, structures, and other improvements utilized in connection with the utility system. The conveyance will be documented by the **Bill-of-Sale**, see example Attachment **J42** to this RFP. The divestiture will not include the real property upon, under, or around the utility system. The Utility Privatization Model Easement, attachment J41, will be completed specific to the utility system being privatized concurrently with the execution of this contract. ~~The utility system being sold is as identified in the Easement and does not include any other property.~~"

3. In paragraph C.3.5 – Energy/Water Commodity Supply, a sentence is added to the end of the paragraph as follows:
"Electric, natural gas, and water commodity supply is not included in this contract. The Government retains the right to procure or supply electricity, and/or natural gas, and/or water that will be transported on the system(s) covered by this contract from any lawful source. The successful Contractor(s) may or may not be the supplier(s) of the commodity procured by the Government. The Government or Government Commodity Contractor will retain ownership of all commodities transported and distributed through the Contractor-owned systems. The Contractor shall, however, own wastewater from the point of demarcation, defined in the Easement, until final discharge. **The points of demarcation will be identified in the Easement.**"

4. In paragraph C.5.1.1 – Transfer of Title, substitute the word “Bill-of-Sale” for “Easement” and delete the last two sentences of this section as follows:

“A general description of the utility system(s) assets to be transferred is included in the utility-specific attachments (Section J). Prior to the transfer of title, such facilities shall continue to be owned by the Government. Transfer of title shall be accomplished by **Bill-of-Sale**. The **Bill-of-Sale** shall provide the complete list of all assets to be sold.
“

~~“An example of the Easement is provided in Section J (Attachment J41). The parties shall prepare and execute such additional documents as may be necessary to implement the ownership transfer.”~~

5. In paragraph C.5.1.2 – Tools, Vehicles, and Equipment, substitute the word “Bill-of-Sale” for “Easement” as follows:

“Unless listed in the final **Bill-of-Sale**, government-owned tools, vehicles, and equipment used for system operations and maintenance that are not a physical part of the utility system will remain the property of the Government.”

6. In paragraph C.13.5.4 – Joint Inventory, substitute the word “Bill-of-Sale” for “Easement” as follows:

“The joint inventory will be completed prior to the start of the performance period. The final **Bill-of-Sale** will be amended to reflect the results of the joint inventory.”

Changes in Attachments J1, J2, J3 & J4:

7. Reference Attachment J1, in paragraph J.1.2.1 - Electricity Distribution System Fixed Equipment Inventory, in the following sentence substitute the words “Bill-of-Sale” for “Easement” and “J42” for “J41” as follows:

“The actual inventory of items sold will be conveyed to the Contractor using the **Bill-of-Sale** shown in Attachment **J42** to the RFP at the time the system is transferred.”

8. Reference Attachment J2, in paragraph J.2.2.1 – Natural Gas Distribution System Fixed Equipment Inventory, in the following sentence substitute the words “Bill-of-Sale” for “Easement” and “J42” for “J41” as follows:

“The actual inventory of items sold will be conveyed to the Contractor using the **Bill-of-Sale** shown in Attachment **J42** to the RFP at the time the system is transferred.”

9. Reference Attachment J3, in paragraph J.3.2.1 - Water Distribution System Fixed Equipment Inventory, in the following sentence substitute the words “Bill-of-Sale” for “Easement” and “J42” for “J41” as follows:

“The actual inventory of items sold will be conveyed to the Contractor using the **Bill-of-Sale** shown in Attachment **J42** to the RFP at the time the system is transferred.”

10. Reference Attachment J4, in paragraph J.4.2.1 – Wastewater System Fixed Equipment Inventory, in the following sentence substitute the words “Bill-of-Sale” for “Easement” and “J42” for “J41” as follows:

“The actual inventory of items sold will be conveyed to the Contractor using the **Bill-of-Sale** shown in Attachment **J42** to the RFP at the time the system is transferred.”

Changes in Attachments J40 & J42:

11. Attachment J40 – Example of a Completed Schedule B-1, **is hereby deleted in its entirety.** A replacement “Attachment J40” is forthcoming.

12. Reference Attachment J42 – Utility System Bill Of Sale, paragraph 1, substitute the word “Easement” for the phrase “in the right-of-way” so the paragraph reads as follows:

“**1.** The Government, *[use in the alternative: “for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged” or “for the sum of \$_____ in United States currency”]*, hereby sells, transfers, sets over, and delivers to the Purchaser, its successors and assigns, all the right, title, and interest of the Government in and to the (*insert type of system*) Utility System (hereinafter “System”) owned by the Government, as and where such System presently exists on (*insert installation name*) (hereinafter the “Installation”), comprised of all equipment, fixtures, structures, and other improvements, including access as provided for ~~in the right-of-way~~ **Easement** of even date with this bill of sale, wholly excluding, however, any real property underlying, overlying, or surrounding such equipment, fixtures, structures, and other improvements. Such System is more specifically described on **EXHIBIT A, INVENTORY**, attached hereto and made a part hereof.”

13. All other terms and conditions of this solicitation remain unchanged.